

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

WELLS FARGO EQUIPMENT FINANCE, INC.)	
)	Case No. 10-4804
Plaintiff,)	
)	
v.)	
)	
TITAN LEASING, INC., TITAN RAIL, INC. and)	
TITAN TRANSIT, INC.)	
)	
Defendants.)	

**WELLS FARGO EQUIPMENT FINANCE, INC.’S
MOTION TO AMEND JUDGMENT ORDER**

NOW COMES Plaintiff, WELLS FARGO EQUIPMENT FINANCE, INC. (“Wells Fargo”), by and through its counsel, and for its Motion to Amend Judgment Order, states as follows:

1. On July 30, 2010, Wells Fargo sued TITAN LEASING, INC., TITAN RAIL, INC. and TITAN TRANSIT, INC. (collectively, the “Defendants”) for breach of a Note and Security Agreement.¹ See Complaint, Docket No.1.

2. On December 11, 2012, this Court granted Defendants’ Motion for Summary Judgment and denied Wells Fargo’s Motion for Summary Judgment. See Docket Nos. 95-96. At the time it filed its Motion for Summary Judgment, Wells Fargo sought judgment in the amount of \$370,523.75 for the principal balance due under the Note, prejudgment interest of 12% per annum, attorney’s fees and costs. See Docket Nos. 65-66.

3. Wells Fargo appealed this Court’s decision, and the Seventh Circuit reversed and remanded, finding that Wells Fargo was entitled to summary judgment on its claim against the

¹All defined terms contained herein shall have the same meanings as those set forth in Wells Fargo’s Motion for Summary Judgment and Memorandum in Support of the Same, Docket Nos. 65-66.

Defendants. See Docket Nos. 132-133. The Seventh Circuit remanded the case to this Court for entry of judgment in Wells Fargo's favor and against Defendants. Id.

4. On October 14, 2014, this Court entered a judgment order that entered judgment in Wells Fargo's favor and against Defendants. See Docket Nos. 129-130. However, the order did not specify a judgment amount. See Docket No. 130. Accordingly, Wells Fargo now files the instant Motion to Amend Judgment Order, so that the Court can amend its previous order to specify a judgment amount.

5. Under Federal Rule of Civil Procedure 59(e), "A motion to alter or amend a judgment must be filed no later than 28 days after the entry of the judgment." See Fed. R. Civ. P. 59(e).

6. As set forth in the attached Affidavit of Henry C. Magel Jr., Wells Fargo suffered damages in the amount of \$326,808.65 as a result of Defendants' breach. See Affidavit of Henry C. Magel Jr., attached hereto as Exhibit A. The differences in Wells Fargo's damages (since the filing of Wells Fargo's Motion for Summary Judgment in April 2012) are attributed to: (1) the sale of the Locomotive, which Wells Fargo gave Defendants a credit for; and (2) the continued accrual of prejudgment interest of 12% per annum since April 2012. Id.

7. As set forth in the attached Affidavit of Debra Devassy Babu, Wells Fargo incurred attorney's fees and costs in the amount of \$108,696.12 in prosecuting the case and the appeal. See Affidavit of Debra Devassy Babu, attached hereto as Exhibit B.

8. Accordingly, Wells Fargo requests that the Court enter judgment in the total amount of \$435,504.77 against the Defendants. Wells Fargo submits a proposed order contemporaneously with its Motion to the Court's proposed order electronic mailbox.

WHEREFORE, Plaintiff WELLS FARGO EQUIPMENT FINANCE, INC. respectfully requests that this Court grant its Motion to Amend Judgment Order and enter judgment in its favor and against TITAN LEASING, INC., TITAN RAIL, INC. and TITAN TRANSIT, INC., jointly and

severally, in the amount of \$204,517.28, plus interest at a rate of 12% per annum in the amount of \$122,291.37, plus attorneys' fees in the amount of \$95,919.00, plus costs in the amount of \$12,777.12 for a total judgment in the amount of \$435,504.77.

Dated: November 4, 2014

WELLS FARGO EQUIPMENT FINANCE, INC.

By: /s/Debra Devassy Babu
Debra Devassy Babu (ARDC# 06282743)
ASKOUNIS & DARCY, PC
444 N. Michigan Ave.
Suite 3270
Chicago, IL 60611
312/784-2400
312/784-2410 (Facsimile)
ddevassy@askounisdarcy.com